

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CIBA CORPORATION	07/02/2009
RECEIVING PARTY DATA	
Name:	BASF SE
Street Address:	CARL BOSCH STR. 38
City:	LUDWIGSHAFEN
State/Country:	GERMANY
Postal Code:	67056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11732405
CORRESPONDENCE DATA	
Fax Number:	(202)706-6048
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2024806847
Email:	Shruti@ShrutiLaw.com
Correspondent Name:	BASF SE
Address Line 1:	CARL BOSCH STR. 38
Address Line 4:	LUDWIGSHAFEN, GERMANY 67056
ATTORNEY DOCKET NUMBER:	000444-017
NAME OF SUBMITTER:	Shruti S. Costales
Total Attachments: 8 source=AssetTransferAgreement_CibaCorp_to_BASF_SE#page1.tif source=AssetTransferAgreement_CibaCorp_to_BASF_SE#page2.tif source=AssetTransferAgreement_CibaCorp_to_BASF_SE#page3.tif source=AssetTransferAgreement_CibaCorp_to_BASF_SE#page4.tif source=AssetTransferAgreement_CibaCorp_to_BASF_SE#page5.tif	

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Asset Transfer AGREEMENT

THIS AGREEMENT is made the second day of July, 2009

BETWEEN

Ciba Corporation, a US corporation with head office at 540 White Plains Road,
Tarrytown, New York 10591,
- hereinafter referred to as "Ciba" or "Vendor" -

AND

BASF SE, a German corporation with head office at Carl Bosch Str. 38, 67056
Ludwigshafen, registered with the commercial register at Ludwigshafen under No
HRB 6000
- hereinafter referred to as "BASF" or "Purchaser" -

PREAMBLE

WHEREAS

- A) The Vendor owns intangible assets such as patents, Internet domain names and know how.
- B) The Vendor wishes to divest from such assets and associated assets and the Purchaser wishes to purchase them.
- C) This Asset Transfer Agreement documents the terms of the sale and purchase.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1 DEFINITIONS

"**Affiliate**" means a company affiliated with BASF, Ludwigshafen, within the meaning of Section 15 et seq. German Stock Corporation Act (§§ 15 ff. Aktiengesetz).

"**Asset Transfer Agreement**" means this Asset Transfer Agreement (including the Exhibits, Schedules, Attachments and Annexes hereto) and all amendments hereto made in accordance with the provisions of Article 10.1.

"**Assumed Liabilities**" means (a) all liabilities arising on or after the Closing Date under the transferred Business Contracts (as defined below) and (b) the other liabilities and obligations mentioned in Article 3.

"**Closing**" means the consummation ("*Vollzug*") of the transactions contemplated by this Asset Transfer Agreement.

"**Closing Date**" means July 2, 2009.

"**Domains**" means any and all Internet domain names acquired and/or used by the Vendor.

"**Permits**" has the meaning set forth in Article 2.1 b).

"**Intellectual Property Contracts**" means all rights and obligations of Ciba under all at the Closing Date existing contracts, agreements, leases, commitments relating to the research and development of Technology, the licensing of Technology or Domains to third parties and the licensing of Technology, or Domains from third parties.

"**Technology**" means any and all patented and/or unpatented technical information, know how, knowledge and experience owned or rightfully used by the Vendor including but not limited to the patents, patents applications, manufacturing specifications, formulations and recipes as well as the quality control and testing procedures relating to the business activities of the Vendor.

"**Purchase Price**" has the meaning set forth in Article 5.1.

"**Final Purchase Price**" has the meaning set forth in Article 5.2

"**Transferred Assets**" has the meaning set forth in Article 2.1.

ARTICLE 2 SALE AND PURCHASE

- 2.1 Ciba hereby sells transfers and assigns on the terms and subject to the conditions of this Asset Transfer Agreement to BASF and BASF purchases and accepts the transfer and assignment from Ciba with effect from the

Closing Date the following assets (all such assets being the "Transferred Assets"):

- a) the Intellectual Property Contracts: a list of the Intellectual Property Contracts is, without limitation, attached hereto as **Exhibit 1**
- b) all municipal and governmental (state and federal) permits, franchises, licenses, agreements, waivers and authorisations primarily held or used by the Vendor in connection with or required for the the use of the Transferred Assets, to the extent transferable and to the extent not required by the Vendor for any other of its --activities;
- c) the Technology;

a list of the of the components of the Technology is, without limitation, attached hereto as **Exhibit 2**;
- d) [deleted];
- e) the Domains

a list the of the Domains is, without limitation, attached hereto as **Exhibit 4**.

- 2.2 Ciba and BASF agree that the descriptions under a) through e) above and the Exhibits are intended to be all-inclusive and without limitation, and that all intangible assets intended to be transferred hereunder shall be deemed included, regardless of the completeness or correctness of the Exhibits.

ARTICLE 3 ASSUMPTION OF LIABILITIES AND OBLIGATIONS

- 3.1 From and after the Closing Date Purchaser shall, subject to the conditions of this Asset Transfer Agreement, assume, perform and discharge when due, all Assumed Specialty Chemicals Liabilities, which include
- a) the obligations under the Intellectual Property Contracts and commitments which are to be performed by their terms after the Closing Date;
 - b) liabilities arising out of the ownership of the Transferred Assets solely after the Closing Date.
- 3.2 Any payments made, or to be made, by or to a licensee shall be attributed to the Vendor, if and to the extent they refer to a period on or before the Closing

Date, or to the Purchaser, if and to the extent they refer to a period after the Closing Date. Likewise, payments received with regard to any Transferred Assets shall be attributed to Vendor or Purchaser according to the period to which they refer. Payments received or made by the Vendor or the Purchaser contrary to the above agreement shall be periodically listed and balanced by set-off plus payment of the balance, if any, to Vendor or Purchaser, as the case may be.

- 3.3 Where no consent or additional documentation is legally required, rights and obligations under the Intellectual Property Contracts will be deemed assigned to the respective Purchaser on the Closing Date.

Where a consent of a third party not being an Affiliate of BASF, Ludwigshafen is legally required in order to assign rights and obligations under the above mentioned contracts, Vendor and Purchaser shall use reasonable endeavours to seek such consent after the Closing Date. Where possible, consent will be obtained with deemed effect of the assignment at midnight on the Closing Date. Until the date that such consent has been granted, the Vendor shall exercise all rights and obligations stemming from such contracts for the account of the Purchaser and the Purchaser shall hold the Vendor free and harmless in respect of such contracts.

- 3.4 It is expressly agreed that the Purchaser shall have no liability whatsoever for or relating to
- a) any obligations to employees arising out of the employee compensation law "*Arbeitnehmererfindervergütungsgesetz*";
 - b) any federal, state, local, foreign or other property, sales, use, payroll, franchise or other taxes attributable, arising from or with respect to the operations of the Vendor prior to the Closing Date; and
 - c) any obligations under the transferred Intellectual Property Contracts and attributable to the time on or before the Closing Date (to include all liabilities for licenses taken by the Vendor before the Closing Date).

ARTICLE 4 PURCHASE PRICE

- 4.1 The total of the purchase price owed by the Purchaser for the Transferred Assets sold and transferred hereunder, amounts to USD 110,878,800.00 (in words: US Dollar one hundred and ten million eight hundred and seventy eight thousand eight hundred) hereinafter "**Purchase Price**"), plus statutory value added tax, if any.

- 4.2 In case the auditor to be engaged by BASF, with respect to the acquisition of Ciba-Group has found that the value of the Transferred Assets and Assumed Liabilities (the "Final Purchase Price") is higher than the Purchase Price, the Purchaser shall pay to the Vendor the balance between the Purchase Price and the Final Purchase Price. In case the Final Purchase Price is lower than the Purchase Price, the Vendor shall reimburse to the Purchaser the balance between the Purchase Price and the Final Purchase Price. The Final Purchase Price will first be calculated in Swiss Francs (CHF) and then be recalculated in USD based on the exchange rate between CHF and USD as of the Closing Date. Any balance between the Purchase Price and the Final Purchase Price to be paid by either the Vendor or the Purchaser shall bear interest at a rate of 18.5 basis points above libor beginning as of the Closing Date until such balance is actually paid.

ARTICLE 5 TRANSFER TAXES AND COSTS

The Purchaser shall bear all transfer and registration taxes, fees, costs and expenses payable as a result of the execution and completion of this Asset Transfer Agreement.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 **Representations of the Vendor**

The Vendor hereby represents in the form of an independent undertaking (§ 311 BGB), with regard to the Transferred Assets that on the Closing Date the following statements are true and accurate in all material respects.

- 6.1.1 The Vendor has good and marketable title to, or, in the case of leased or subleased Transferred Assets valid and subsisting leasehold interests in, all the Transferred Assets with full power to sell, transfer and assign the same, free and clear of any security interest, lien, mortgage, pledge, encumbrance, charge or restriction, except where the failure to have such title or interests would not materially interfere with the use of any Transferred Asset as currently used.

6.1.2 Technology

Ciba currently owns or has access to all the Technology necessary for the use and operation of the Transferred Assets

6.2 **No Implied Warranties**

No warranty will be implied from any conduct of the Parties or from trade custom or usage or - to the extent legally possible - under any statute, with the intention that all warranties are expressly set out in this Asset Transfer Agreement.

ARTICLE 7 BREACH OF WARRANTIES AND COVENANTS

- 7.1 With regard to the breach of any warranties and/or covenants the provisions and rules of the applicable law shall apply.

ARTICLE 8 COOPERATION AFTER CLOSING

- 8.1 The Vendor and the Purchaser agree to cooperate after the Closing Date to achieve a smooth and efficient transfer of the Transferred Assets to the Purchaser. They shall initiate all acts necessary, or cause or initiate such acts, respectively, to implement the transactions contemplated under this Asset Transfer Agreement.
- 8.2 After the Closing Date, the Vendor and the Purchaser will from time to time, at the other Party's reasonable request and without further consideration, execute and deliver to such Party such other documents and further instruments of conveyance, assignment and transfer and take all acts as are reasonable necessary to effect the transactions contemplated hereby, including, without limitation, such further instruments of conveyance, assignment, assumption and transfer as may be reasonably necessary to permit the Purchaser to record on or in any applicable record or recording office its ownership of any of the Transferred Assets.

ARTICLE 9 GENERAL PROVISIONS

9.1 **Amendments**

This Asset Transfer Agreement may not be amended or modified except by an instrument in writing signed by Ciba and BASF.

9.2 **Governing Law**

This Asset Transfer Agreement shall be governed by and construed and interpreted in all respects in accordance with the laws of the Federal Republic of Germany, without recourse to its provisions on the conflict of laws.

9.3 **Partial Invalidity**

To the extent possible, each provision of this Asset Transfer Agreement will be interpreted in such manner as to be effective and valid under the applicable law. If any provision of these Agreements is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of the respective Agreement. To the extent that a provision is ineffective or invalid, it shall be replaced in negotiations between Ciba and BASF by an effective and valid provision which comes as close as possible to the economic purpose of the ineffective or invalid provision.

9.4 Assignment

BASF shall be entitled to assign any of its rights and/or obligations – wholly or in part – under this Asset Transfer Agreement to any of its Affiliates at any time for any period of time.

9.5 Arbitration Agreement

All disputes arising out of or in connection with this Asset Transfer Agreement, including the validity, interpretation and performance of this Agreement and the validity of this arbitration clause, shall be finally resolved to the exclusion of the ordinary courts under the Arbitration Rules of the German Institution of Arbitration e.V. (Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)) by an Arbitral Tribunal consisting of three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be held in Frankfurt/Main and be conducted in the German language.

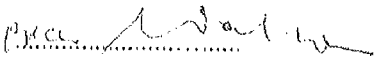
9.6 Signature

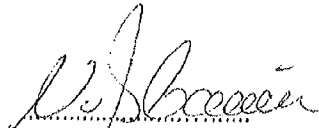
This Asset Transfer Agreement may be signed by way of facsimile signatures, and each signature may be on a separate copy of the signature page.

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BASF SE

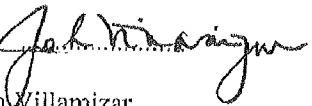
Date: June 30, 2009

by: 
Alexander Wallon
Director

by: 
Oliver Nussbaum
Vice President

Ciba Corporation

Date: 6/30/09

by: 
Joann Willamizar
Vice President

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